

Code of Conduct Exemption Request Form

July 20, 2015

Internet Corporation for Assigned Names and Numbers ("ICANN")
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094
Attention: New gTLD Program Staff

RE: Request for Exemption from Registry Operator Code of Conduct

Amazon Registry Services, Inc. ("Registry Operator"), in connection with the Execution of the Registry Agreement for the .YAMAXUN TLD (The "Registry Agreement"), hereby requests an exemption from the obligations of the Registry Operator Code of Conduct set forth in Specification 9 to the Registry Agreement (the "Code of Conduct"). Pursuant to such request, Registry Operator confirms that each of the following statements is true and correct (collectively, referred to as the "Statements"):

1. All domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliate (as defined in the Registry Agreement);
2. Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator; and
3. Application of the Code of Conduct to the TLD is not necessary to protect the public interest for the following reasons:

The .YAMAXUN TLD corresponds to the trademark "YAMAXUN," which is the subject of several trademark registrations issued by the People's Republic of China that are owned by Registry Operator's Affiliate, Amazon Technologies, Inc. One of these trademark registrations, Reg. No. 12061654, is recorded with, and issued a signed mark data file by, the Trademark Clearinghouse. The YAMAXUN trademark was applied for in December 2011 – well before the application date for the .YAMAXUN TLD – although the registration did not issue until February 2013 due to trademark office processing times. (Copies of the referenced trademark registration certificate and signed mark data file are available upon request.) The .YAMAXUN TLD will be operated for the exclusive use of Registry Operator and its Affiliates. As explained in our Application Q18, the mission of the .YAMAXUN registry is to provide a unique and dedicated platform for the Registry Operator while simultaneously protecting the integrity of its brand and reputation. All registrations under .YAMAXUN TLD will be registered to the Registry Operator, and all use of such registrations will be by the Registry Operator and its authorized Affiliates only, as set out in the .YAMAXUN Registry Domain Name Registration Policy attached in Schedule A. Accordingly, the Code of Conduct is not necessary to protect other registrants and approval of this Exemption Request will not impact third parties.

Registry Operator represents that the registration policies attached hereto as Schedule A are a true and correct copy of the Registry Operator's registration policies for the TLD. Registry Operator agrees

to notify ICANN promptly in writing in the event any of the Statements has become untrue (whether before or after an exemption has been granted). Registry Operator further acknowledges and agrees that the Exemption will be void if at any time any of the Statements has become untrue.

Submitted by: [REDACTED]

Position: Operations Director

Date Noted: July 20, 2015

Email: [REDACTED]

Schedule A

.YAMAXUN DOMAIN NAME REGISTRATION POLICY

SECTION 1 DEFINITIONS

1.1 The following terms (whether used in the singular or plural) are used in this .YAMAXUN Domain Name Registration Policy (“YAMAXUN Registration Policy”) with the respective meanings set forth below. Capitalized terms used in this .YAMAXUN Registration Policy and not defined below have the meanings set forth in the ICANN Registry Agreement for the .YAMAXUN TLD, which is accessible at <https://www.icann.org/resources/agreement/yamaxun-2014-12-18-en>.

1.2 “Authorized Requestor” means an employee of (a) Amazon or (b) an Affiliate of Amazon, who has received prior written authorization from Amazon to register a .YAMAXUN Domain Name in the name of Amazon.

1.3 “Registrar” means an ICANN-accredited registrar.

1.4 “Registry Operator” means Amazon Registry Services, Inc., a Delaware corporation, with a business address of 410 Terry Avenue North, Seattle, Washington 98109, USA (“Amazon”)

1.5 “.YAMAXUN Domain Name” means a domain name registered in the .YAMAXUN TLD

SECTION 2 ELIGIBILITY

2.1 .YAMAXUN Domain Names are only available for registration to and maintenance by Amazon for the exclusive use of Amazon or its Affiliates.

2.2 Only Authorized Requestors may seek to register or renew the registration of a .YAMAXUN Domain Name. Registrar and Amazon will verify the eligibility of an Authorized Requestor before registration or renewal of a .YAMAXUN Domain Name.

2.3 Amazon reserves the right to (a) periodically verify the eligibility of an Authorized Requestor to maintain and/or use a .YAMAXUN Domain Name; and (b) terminate the registration and renewal privileges of a requestor if Amazon determines, in its sole discretion, the requestor is no longer an Authorized Requestor.

2.4 .YAMAXUN Domain Names may be registered only to Amazon; must not be sold or distributed to any third party; and the control or use of such a domain name must not be transferred to any third party.

2.5 Only Amazon and its Affiliates may use a .YAMAXUN Domain Name. Amazon reserves the right to (a) periodically verify that a .YAMAXUN Domain Name is being used only by Amazon or its Affiliates; and (b) require the immediate termination of use of a .YAMAXUN Domain Name by any person or entity other than Amazon or its Affiliates.

SECTION 3 .YAMAXUN DOMAIN NAME REQUIREMENTS

3.1 Each .YAMAXUN Domain Name must meet the naming criteria of this Section 3.

3.2 It must be a minimum of 1 character and a maximum of 63 characters.

3.3 It must not start or end with a hyphen, but must start and end with an alphanumeric character.

3.4 It must not include a hyphen in the third or fourth position unless it represents a valid Internationalized Domain Name in its ACII encoding

3.5 It must contain only numbers (0-9), letters, (a-z), and hyphens, or any combination of these elements.

3.6 It must not be a Reserved Name as set forth in Section 4.

3.7 It must comply with any additional rules and policies adopted by Amazon for the .YAMAXUN TLD.

SECTION 4 RESERVED NAMES

4.1 Amazon reserves or withholds from registration in the .YAMAXUN TLD the terms set forth in this Section 4.

4.2 Terms required under the Registry Agreement for the .YAMAXUN TLD to be reserved or withheld from registration including

4.2.1 The terms “EXAMPLE,” “WWW,” “RDDS,” and “WHOIS,” at all levels; provided, however, that Amazon may allocate these terms to itself in its sole discretion.

4.2.2 The term “NIC” at all level must be allocated to Amazon and activated in the DNS for use in connection with the operation of the .YAMAXUN TLD.

4.2.3 The country and territory names identified in Section 4 of Specification 5 to the Registry Agreement, except to the extent that Amazon successfully seeks to release and register these names at the second level for its own use upon agreement with the applicable government or governments, or pursuant to a proposal reviewed by the Governmental Advisory Committee and approved by ICANN.

4.2.4 The names (including the IDN variants, where applicable) relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at <http://www.icann.org/en/resources/registries/reserved>, and additional International Olympic Committee, International Red Cross and Red Crescent names added to the list by ICANN upon 10 days’ notice; provided, however, that the names encompassed by this Section 4.2.4 may be allocated to Amazon at its sole discretion.

4.2.5 The names and identifiers (including IDN variants, where applicable) for Intergovernmental Organizations listed at <http://www.icann.org/en/resources/registries/reserved>, and additional names and identifiers added to the list by ICANN upon 10 days’ notice; provided, however, that the names and identifiers

encompassed by this Section 4.2.5 may be allocated to Amazon at the second level at its sole discretion.

4.2.6 Any term withheld from registration by Amazon or self-allocated pursuant to Sections 3.2 and 3.3 of Specification 5 to the Registry Agreement.